

CLEAN UP THE TRASH

DRIVE OUT THE DRONES

THE HOME
IS THE
FULCRUM


The Mountain Eagle

THAT MAKES
AND MOVES
THE WORLD

VOLUME XXII

WHITESBURG, LETCHER COUNTY, KY.,

THURSDAY EVENING,

APRIL 25, 1929

NUMBER 34

HOOVER CITES CRIME CAUSES

The President Delivers Great Address in New York

Pungent Epigrams Cited For The Busy Reader

In his first address since his inauguration, Monday at a press luncheon in New York, President Hoover delivered a carefully studied and prepared address on the most vital subject uppermost in the minds of those who are thinking of the present and that of the future of our country, that of law enforcement. In the opening of his address he sent echoing around the world this apparent pertinent fact, "that life and property in the United States are relatively more unsafe than in any other civilized country in the world."

Other expressions bristling with truth were:

If a law is wrong, its rigid enforcement is the surest guarantee of its repeal. If a law is right, its enforcement is the quickest method for compelling respect for it.

No individual has the right to determine what law shall be obeyed and what law shall be enforced.

Respect for law and obedience to law does not distinguish between Federal and State laws—it is a common conscience.

In our desire to be merciful the pendulum has swung in favor of the prisoner and far away from the protection of society.

The sympathetic mind of the American people in its overconcern about those who are in difficulties has swung too far from the family of the murderer to the family of the murdered.

If, instead of the glamor of romance and heroism, which our American imaginative minds too frequently throw around those who break the law, we would invest with a little romance and heroism these thousands of officers who are endeavoring to enforce the law it would itself decrease crime.

If law can be upheld only by enforcement officers, then our scheme of government is at an end.

I am wondering whether the time has not come to realize that we are not suffering from an ephemeral crime wave, but from a subsidence of our foundations.

A surprising number of our people, otherwise of responsibility in the community, have drifted into the extraordinary notion that laws are made for those who choose to obey them.

Our law enforcement machinery is suffering from many infirmities arising out of its technicalities, its circumlocutions, its involved procedures, and, too often, I regret from inefficient and delinquent officials.

Twenty times as many people in proportion to population are lawlessly killed in the United States as in Great Britain.

In many of our great cities murder can apparently be committed with impunity.

After all, the process of criminal enforcement are simply methods of instilling respect and fear into the minds of those who have not the intelligence and moral instinct to obey the law as a matter of conscience.

The real problem is to awaken this consciousness, this moral sense, and if necessary to segregate such degenerate minds where they can do no further harm.

Such a commission (on law enforcement) can perform the greatest service to our generation.

Along toward the close of the Presidents address he said, "I ask that you weigh well all that I have said to you and if my position is right then you support it—not to support me, but to support something infinitely more precious—the one force that holds our civilization together—law."

Mr. Hoover is not visionary. He is cool, quiet, far-seeing, red-blooded American, a man who has traveled much and knows the pulse-beats of most of the

good people of the nation. Now, appeals go very considerably with the thoughtful, but there is just one way to enforce laws and that is in the way an Andrew Jackson, a General Grant, a Grover Cleveland, a Theodore Roosevelt and a Woodrow Wilson would do it—take the bull by the horns and lead him to the stall. President Harding (reverence is due his memory) timidly tried and Mr. Coolidge did a good deal of "preaching" but the American people, the red-blooded and the true are looking to Mr. Hoover to enforce or do it.

The jury list for the May term of court, as published in the Eagle this week, shows a number of married ladies of the town and county who will be summoned by Sheriff Reynolds for jury service. Some years ago it was common for ladies to be summoned for jury service but the practice of doing so for the last few years has been quite limited. We hope the ladies will all be willing to take upon themselves this heavy and important responsibility and if possible, render a service equal to if not better than men.

Gets Manager's Place

Wm. C. Brown, son of Dock Brown of the Dryfork section and for years connected with the business interests of the lower Kentucky river sections, has secured the management of the Noble Store here. He will locate with his family in our city.

BREAKS OUR "LOOKING GLASS"

We'd expected it, but hardly so soon. Yes, J. Harlan Cornett, peculiar candidate for Tax Commissioner, publishes a statement this week in which he withdraws from the contest, thus making the first break in our looking glass. This leaves only three announced candidates for this nomination. These are Henry R. Yents, Geo. M. Adams and Dr. John M. Bentley, mentioning them in the order in which they announced. There may be other candidates besides these as time moves along.

DENTIST HURT

Dr. Sanders, popular Fleming dentist, leaving Whitesburg Saturday night, wrecked his car on his way home and was rather seriously, but not necessarily, fatally injured.

LETTER TO THE EDITOR

Sergeant, Ky.
April 23, 1929
Editor Mountain Eagle,
Whitesburg, Ky.

Dear Editor:

Let me congratulate you for your editorial in the Eagle the past week entitled, "Mother, It's up to You." I must say when the name "Mother" is mentioned it gets next to my heart. I agree with you in all you say in your editorial. Our country needs thousands of such mothers as you mention in same. A real true, noble and God fearing mother is to be classed higher than anything else in this world. Due to the death of my mother when I was a very young chap, I have been very unfortunate in not having a mother's tender and compassionate touch, but I am

the mighty grateful to know she died with faith in her God, she lived a true and noble life, and by the grace of God I mean to meet her in the Glory-land some sweet day.

Yours sincerely,
ARTHUR DAY.

Mrs. Oma Combs is quite ill at the home of her daughter, Mrs. L. H. Kemp, in our city. Mrs. Combs is the widow of the late Edward Combs, formerly residing below the mouth of Crafts Colly.

Officers Arrest Man Charged With Murder

Officers Steve Cornett and Oscar Marcum went to Cumberland Monday night and arrested Mitch Combs, a Perry county young man, charged with wilful murder committed in Lee county about two years ago. At the same time they arrested George, a brother of Combs, charging him with possessing an automobile with a mutilated Ohio license supposed to be a stolen car. They were brought to jail here, from which place they will be taken to Lee county. The boys had arrived at the highway construction camp where they were arrested, only a day or so before. They were heavily armed.

Line Fork News

Mr. and Mrs. Chester Cornett have just returned home from a visit to Cumberland.

John Schoonover, from Cumberland, is visiting Mr. Jonah Cornett.

Mrs. Peggy Polley, aged 96 years, is very ill at the present time.

Chester Cornett had lots of visitors Sunday.

Elder Tip Cornett and Elder Church are expected to preach at Sugar Grove school house next Saturday and Sunday.

Misses Gladys Cornett and Hettie Cornett are planning their vacation for the last of April to visit their brother.

Miss Gladys Cornett has been under a physician for some time with joint felon.

Mrs. Lydia Ann Ingram is expecting to visit her father's home soon. He resides in Ohio.

Two Children Poisoned—One Dead

Last Sunday on Millstone creek, Mr. and Mrs. Ben Franklin and other folks left several small children at their home while they attended church. In the absence of the grown folks the children came across some tablets which had been used for a treatment of high blood pressure, it is said, and believing them to be candy, ate them.

Late in the evening one of the children, a little girl three years old, died from the effects of the poison and another little girl, some years older than her sister, is so low from the poison that she is not expected to live. Mrs. Franklin is a daughter of Mr. and Mrs. Chunk Craft and with her husband and children made their home with her parents.

The above is another instance of the carelessness of grown persons allowing drugs and other poisons to lie around where innocent children or others may come across them. Often such drugs are worthless as well as dangerous.

MRS. MINNIE FIELDS ENTERTAINS

Last Saturday Mrs. Minnie Fields entertained at her home here. The guests who were present and enjoyed the hospitality of Mrs. Fields were, Misses Hazel Fields, Margaret Collins, Mrs. Jno. D. W. Collins, Nick Harris, Jack Glenn and Billie Collins.

Light Is Breaking

Roseate hopes are prevailing in Boone and Elkhorn sections of the coalfields in our county. The mines all started running every day more than a week ago, and the promise is out for a whole year's run. We understand the miner's wages are not large but the every day earnings will come in good anyway. Already long strings of loaded coal cars have been running daily down the Northfork.

Mrs. Crissie Colisanti, of New York City, is visiting her father, Uncle Elisha Collins, and her sisters, Mrs. Patsy Bentley here, and Mrs. Sallie Jenkins at Noon, and Mrs. John S. Webb and Mrs. Lee Hall at Thornton, for a few weeks.

LETCHER CIRCUIT COURT

List of Petit Jurors for May 13, 1929, Term

Mrs. Mant Hackworth, J. E. Back, Gus Adams, John Maggard, D. Smith, Dixon Caudill, Sr., Mrs. W. H. Potter, Jr., Tom Hampton, Mrs. W. E. Wright, Mrs. L. M. Bentley, (Dr.), J. T. Smith, Mrs. Louis Hall, Melvin Frazier, Fulton Banks, Riley Bentley, Elbert Bentley, Chester Hogg, Bony Banks, B. F. Brown, Mrs. N. R. Day, Colonel Stamper, W. H. Fry, J. L. Holcomb (Linefork) Bob Smith (Whitaker), John Bowens, Eli Ison, Sr., Steve Adams (Jehemiah), Ben H. Bentley, David Caudill (Doty), Louis Sumpter, E. Bentley, Mrs. Jim Caudill, John Adams (Daw's son), Silas Caudill, Has Bates, Joel Boggs.

List of Grand Jurors

W. S. Collins (Colson), Sim Brown, Wes Back, Mrs. Sarah A. Tolliver, Bud Caudill, John Fields (Gander), Mrs. Jas. Collins (Whitesburg), Mrs. Willis Caudill (Blackey), Frank Wright, A. C. Hunsaker, Mrs. Letcher Collins, Mrs. Jas. Stamper, Jiner Collins, Mrs. J. J. Johnson (Jenkins) Dave Mullins (Partridge), Jim Whitaker (Flint), J. R. Maggard, Floyd Smith, Tommy Adams, J. M. Sturgill, Sam Newsom, A. L. Sexton, Miles Hall, Sr., Hiram Lewis.

I. J. H. Hogg, clerk of the Letcher Circuit Court, do certify that the above is a true and correct list of Petit and Grand Jurors respectively for the May term of the Letcher Circuit Court, 1929.

Clerk Letcher Circuit Court.

Great Wind And Hail Storm

Tornadoes and hail storms swept over many sections of the middle and southwest sections of the country, including Kentucky, last Sunday, taking in toll over thirty lives and huge masses of property. Along a stretch through central Kentucky and up the Northfork for a considerable distance the largest hail-stones ever known in great quantities, were precipitated. News-reports say that hail-stones as large as nine inches in circumference were observed. The hail storm failed to reach Whitesburg and there was very little rain.

ERMINE NEWS

Whip-poor-wills are calling. This is an old timer's sign for corn planting time.

Miss Lina Combs is on the sick list this week.

Mrs. J. A. Hall has a very bad cold.

Mrs. S. N. Bentley, of Pine Top, Knott county, was here visiting her brother, J. A. Hall.

The stork flew over this community and left a girl at the home of Mr. and Mrs. Bob Owens during the past week.

Miss Mattie Adams and others motored to Jenkins Sunday.

Miss Lavanna Adams spent Saturday and Sunday on Colley.

Mr. and Mrs. Monroe Craft were dinner guests of Mrs. Sam Hall Sunday.

Mrs. Polly A. Brumett is visiting her daughter, Mrs. Geo. W. Hall.

Mrs. Dodge Banks, of Neon, was a visitor at the home of Mrs. W. L. Stallard Monday.

Mrs. W. L. Stallard and sons, Herbert and Paul, spent Monday night in Neon.

Mrs. W. H. Potter, of Kona, attended church at Mayking Sunday.

Returns To Post

Supt. Arlie Boggs returned from a few days business trip up the state. While away he was in conference with a number of state school officers at Frankfort pertaining to the interests of education and the welfare of the schools of the state. Mr. Boggs says that he will soon be able to publish a number of things of interest to the teachers, schools and students of the county. Many of the things he wishes to say are not yet definite enough to mention.

The Methodist revival began at the M. E. church last Sunday and each service is fairly well attended. Rev. Sweazy is an interesting speaker. The services are due to last till May 5th. There are hopes that great good may result.

People who drive cars over the state highway from Whitesburg to the mouth of Garner say it is a down-right shame how the highway department is neglecting that part of the road.

Blackey people have gone to a heavy expense in getting outlets over the county highway to the mouth of Garner. They say now that on reaching that point they cannot drive over the road from Garner to the county seat. It would require only a few days work to make this road safer to get over and the authorities are urged to do it.

Floyd Adams, of the "Stumble Inn," was in Monday to get his usual quota of advertising.

He's one of our best customers.

RESIDENCE BURNED

The nice home of Mr. and Mrs. John Venters on the State Highway just out and above Seco, caught fire, it is said from the kitchen, and was entirely destroyed yesterday evening. Only a small proportion of the household effects were saved.

The loss is around \$3,000. No insurance, so far as could be learned, was carried.

The Norman Realty Auction company's big sale at Tazewell, Tenn., held last Saturday, is to

James Stamper, for a long time the ever handy deputy jailer, has moved with his family to the city and now resides on Eagle street.

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HAYMOND SCHOOL CLOSING EXERCISE

Prof. Harris made a short speech, touching upon the work of the session. He regretted that he had not had the pleasure of getting acquainted with all the people of the district, that he knew them from their children, who always came to school Monday morning in nice, clean clothes, reflecting the love and care of good mothers. He said cleanliness had been one of the outstanding features of Haymond, that no waste papers or tin cans were to be seen around the homes or on the streets or in the gutters or around the school building; that a big wagon goes the rounds early every day and hauls off the rubbish, keeping the camp sanitary and sightly.

At this time the piano struck up a lively tune and all fell in line, carrying each his chair to the class room in order to give space to the fancy march. They lined up and both girls and boys went through a pretty figure, keeping time to the music, when suddenly the music changed to a pretty spring two-part chorus.

The children were made happy up receiving their reports and promotion cards. The audience expressed appreciation by loud applause.

WITHDRAWALS FROM RACE

To all concerned or otherwise interested:

In my original announcement as a candidate for the office of Tax Commissioner of Letcher county, I stated, in effect, that I had not been solicited by anyone to make the race. That statement was true, nevertheless, some would have you believe the contrary.

I took the required examination and passed same to the satisfaction of the Kentucky State Tax Commission and now have its certificate showing my qualifications.

When I announced I knew full well that it would mean a sacrifice on my part, even tho I should be nominated and elected, but I had a desire to try my hand at the intricacies of the Tax Commissioner's office, with the thought in mind that I could be of valuable service to my county.

I did not, at that time, anticipate being opposed by as many incumbents for the office as since my announcement has proven to be the case. This, however, is a privilege any eligible elector is entitled to, and they have the same right to seek the honor at your hands, to which I aspired.

I do not desire to further participate, as a candidate, in the many ramifications into which this race has resolved itself, and after due consideration of the present, and impending, status of affairs connected primarily with this campaign as a whole. I reluctantly withdraw from the race; not believing, however, that I would be defeated should I stay in the fray.

Rose Sullivan—"Little Girl." Junior Jones—"A boy's reward to his stomach." Monie Lee Bolling—"The Last Hymn."

LET Childers Drug Store
Send your Watch and Jewelry repair
work to
JNO. C. MORGAN
Watchmaker and Jeweler
RAVENNA KENTUCKY
L. & N. R. R. Watch Inspector

HENRY DEAL
CIVIL AND MINING ENGINEER
19 YEARS EXPERIENCE
Examination and Valuation of Coal
Timber and Other Properties
Construction-Estimates-Supervision
PREPARATION OF COAL
CONCRETE AND MASONRY
SURVEYS-MAPS-BLUE PRINTS
Whitesburg, Kentucky
Office in Mountain Eagle Building

Success is seldom achieved over night. It comes as a result of constant effort and continued growth.
Think how easy it would be to walk into this bank today and start an Interest Account by depositing one dollar or more

**STARTING
IS THE SECRET OF
ACCUMULATING**

**FIRST NATIONAL BANK
FLEMING, KY.**

**FIRST NATIONAL BANK
Jenkins, Kentucky**
-We appreciate your Business-

CAPITAL \$75,000.00
SURPLUS \$50,000.00

"OLDEST BANK IN LETCHER COUNTY"

OUR RESPONSIBILITY

-to manage our affairs that our depositors' money is always safe and always available here on a moments notice.

-to serve all business men in the community, our farmers and our merchants in the important task of financing their work.

-to contribute everything within our power to the up-building of our fine community, and by this we mean not only the city of Whitesburg but the surrounding country as well.

Four per cent on Savings Deposits.

FIRST NATIONAL BANK,
"SECURITY—RELIABILITY—COURTESY"
Whitesburg, Kentucky

ORDINANCE

The City Council of the City of Whitesburg do ordain as follows:

That, whereas the City Council of Whitesburg did on the day of 1929, at a regular meeting of said Council, and at which a quorum was present, duly enact and publish an ordinance, providing among other things, for the grading, draining and paving of Cumberland Avenue, and Walnut Streets in said city, pursuant to Section 3643 of the Kentucky Statutes, and amendment thereto, and

Whereas, it was deemed in said ordinance that said proposed improvement was a public convenience and necessity, and that said streets be paved with concrete paving, and Whereas, a majority of the citizens owning abutting property on the aforesaid Cumberland Avenue and Walnut Street have by written petition requested the said City Council of the City of Whitesburg to amend the aforesaid ordinance by striking therefrom that particular section or part that provided for the class and kind of paving, to-wit, concrete, and substitute therefor crushed stone, and

Whereas, it appears that the aforesaid streets and parts of streets proposed to be improved are of a considerable grade, and the nature thereof would make concrete paving impracticable and unsafe during the winter months, and the usual and necessary travel thereon being limited to a small section of said city, the costs of concrete paving would be excessive, and unwarranted for the reasons aforesaid, now therefore, the City Council of the City of Whitesburg do further ordain that said ordinance be and the same is hereby amended, by striking therefrom the provision providing for concrete paving, and substituting therefor, crushed stone, and the publication of this ordinance shall be notice to all concerned of the purposes and intent of said council to modify said ordinance by an amendment thereto.

This ordinance makes no other change in said ordinance providing for said improvement, except as herein specifically provided, and all ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Astor Hogg, Mayor.
F. F. Pendleton, City Clerk.

AN ORDINANCE DECLARING A PUBLIC CONVENIENCE AND NECESSITY FOR THE IMPROVEMENT OF CERTAIN STREETS; AND MANNER AND PLAN OF THE COSTS THEREOF AND PAYMENT THEREFOR

The City Council of the city of Whitesburg do ordain as follows:

That Cornelius Avenue, Frazier street, Kentucky Avenue and Texas Street in Collins-Harvie Addition No. 1, and Letcher Street and Wright Street in Letcher Heights Addition, intersecting with Texas Street and with Madison Street near the residence of W. W. Mullins, including all of Letcher Street, and Wright Street from intersection of Letcher Street and Wright Street, to the north end of Wright Street, be improved by proper grading and draining thereof, and the laying of a hard surface thereon, of the same character and kind as the State Highway from Whitesburg to Seco, except that the same is to be five inches of crushed stone and overlaid with two inches of screenings, including curbing and guttering thereon, concrete sidewalks (where not already constructed) and sewer system (where not already constructed) and said proposed improvements are hereby declared to be a public convenience and necessity.

Said improvements shall be made in accordance with the plans and specifications prepared and furnished by the city engineer, and when same is completed pursuant thereto, and the improvement received and accepted by the said engineer, and the City Council of the city of Whitesburg, the costs thereof will be assessed against the abutting and adjacent property by charging each of the lots or parcels of land abutting on said improved streets with their respective pro rata for said improvement according to the number of front feet owned by them respectively.

At the expiration of thirty (30) days from the inception of said warrants, all outstanding and unpaid warrants shall be paid and liquidated by said City, as provided for in Section 3643 of the Kentucky Statutes and amendments thereto.

That whereas by ordinances duly enacted and published as required by law, the City Council has declared it to be a public convenience and necessity for the surfacing of certain streets and parts of streets and avenues within the corporate limits of said city, to-wit:

"A certain tract or parcel of land lying and being in the town of Jenkins, Letcher County, Kentucky, and more particularly described as lot No. 45, in Keathley Addition to Jenkins, together with all buildings and structures thereon, being the same property conveyed to the defendants, Oley Kelly and Vadney Kelly, by N. F. Keathley and Sallie Keathley, his wife, on the 24th day of March, 1924."

Amount to be raised: \$400.00 with 6% interest thereon from the 23rd day of April, 1925, until paid, together with \$....., as costs of this sale.

For the purchase price the purchaser must execute bond with approved sureties bearing 6 per cent interest from day of sale until paid, and having the force and effect of a judgment. And a lien will be retained upon the property sold as additional security for the unpaid purchase money.

Said improvements shall be made in accordance with the plans and specifications prepared and furnished by the city engineer, and when same is completed pursuant thereto, and the improvement received and accepted by the said engineer, and the City Council of the city of Whitesburg, the costs thereof will be assessed against the abutting and adjacent property by charging each of the lots or parcels of land abutting on said improved streets with their respective pro rata for said improvements according to the number of front feet owned by them respectively.

When said work shall have been completed and accepted as provided for herein, the City Council shall cause to be issued assessment warrants against the respective property owners and the payment thereof shall constitute a release of the statutory lien incurred by said improvement.

At the expiration of thirty (30) days from the inception of said warrants, all outstanding and unpaid warrants shall be paid and liquidated by said City, as provided for in Section 3643 of the Kentucky Statutes and amendments thereto.

and by issuing assessment bonds against the respective properties, whose owners have elected to accept the Ten Year Bond Plan in lieu of paying for their respective part of said improvement in cash.

Said improvement, and all work done thereunder shall be done by contract, let to the lowest and best bidder.

In the event any section or part of the foregoing ordinance should be declared invalid, the remainder thereof shall be construed to be in full force and effect.

This ordinance shall be in full force and effect from and after passage and publication as provided by law.

Astor Hogg, Mayor.
F. F. Pendleton, City Clerk.

LETCHER CIRCUIT COURT

N. C. CRAWFORD Plaintiff
vs. Notice.
S. P. COMBS, Administrator, et al., Defendants.

Pursuant to an order of court made in the above styled cause, all persons, firms and corporations having claims against the estate of Jeff Ison, deceased, are hereby notified that I will sit at the office of Combs and Combs in the city of Whitesburg, Letcher County, Kentucky, from April 15th to April 30th inclusive.

The ordinances providing for certain improvements in Sections No. 1 include grading, paving, sidewalks and sewer.

The ordinance providing for the improvement in Section No. 2 includes grading and paving.

The ordinance providing for the improvements in Section No. 3 includes grading, paving and sidewalks and sewer.

The ordinance providing for the improvement in Section No. 4 includes paving only.

That there be published in at least

two issues of the Mountain Eagle, a weekly newspaper published in the city of Whitesburg, an advertisement for sealed bids for the improvement of the aforesaid streets in said sections, and improvements provided for in said ordinances, in their respective sections, according to the plans and specifications for said sections, now on file in the office of C. H. Burton, City Engineer, and C. H. Burton is hereby appointed as City Engineer, and authorized and directed to prepare plans and specifications for said proposed improvements, and the City Clerk is hereby authorized and directed to prepare and have published the advertisement for sealed bids herein referred to, and said advertisement shall call for sealed bids to be received by Astor Hogg, Mayor of the city of Whitesburg, up until May 7, 1929, at 6 p. m., at which time said bids will be opened by the City Council of the city of Whitesburg in regular session. Each bid is to be accompanied by a certified check in the sum of \$200.00, as a guarantee that the successful bidder will execute bond for the faithful performance of the improvements herein proposed and the completion thereof according to the plans and specifications. The right will be reserved by the City Council to reject any and all bids.

This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

Astor Hogg, Mayor.
F. F. Pendleton, City Clerk.

"Rearing To Go"

Jody Adams says he is trying to hold back his announcement for County Court Clerk for another month or two; but that it is hard to do, as it is "a-rarin' to go." Watch for his announcement later on.

LETCHER CIRCUIT COURT

W. D. KEINE, Administrator of the estate of G. H. Kline, Plaintiff vs. NOTICE.

OLEY KELLY and VADNEY KELLY, Defendants.

By virtue of a judgment and order of sale of the Letcher Circuit Court, rendered at the January term, 1929, therefrom, in the above styled cause, I shall proceed to offer for sale, at the court house door in Whitesburg, Kentucky, to the highest and best bidder, at public auction, on Monday, May 6, 1929, between the hours of 11 A. M. and 2 P. M. (being County Court day) upon a credit of six and twelve months, the following described property, to-wit:

"A certain tract or parcel of land lying and being in the town of Jenkins, Letcher County, Kentucky, and more particularly described as lot No. 45, in Keathley Addition to Jenkins, together with all buildings and structures thereon, being the same property conveyed to the defendants, Oley Kelly and Vadney Kelly, by N. F. Keathley and Sallie Keathley, his wife, on the 24th day of March, 1924."

Amount to be raised: \$400.00 with 6% interest thereon from the 23rd day of April, 1925, until paid, together with \$....., as costs of this sale.

For the purchase price the purchaser must execute bond with approved sureties bearing 6 per cent interest from day of sale until paid, and having the force and effect of a judgment. And a lien will be retained upon the property sold as additional security for the unpaid purchase money.

Said improvements shall be made in accordance with the plans and specifications prepared and furnished by the city engineer, and when same is completed pursuant thereto, and the improvement received and accepted by the said engineer, and the City Council of the city of Whitesburg, the costs thereof will be assessed against the abutting and adjacent property by charging each of the lots or parcels of land abutting on said improved streets with their respective pro rata for said improvements according to the number of front feet owned by them respectively.

That whereas by ordinances duly enacted and published as required by law, the City Council has declared it to be a public convenience and necessity for the surfacing of certain streets and parts of streets and avenues within the corporate limits of said city, to-wit:

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WITNESS the Honorable A. M.

J. Cochran, Judge of said court, and the seal thereof, at Jackson in said district, on the 8th day of April, A. D., 1929.

S. W. Stacey, Clerk.
By Ada M. Childers, D.C.

AN ORDINANCE DECLARING A PUBLIC CONVENIENCE AND NECESSITY FOR THE IMPROVEMENT OF CERTAIN STREETS; AND MANNER AND PLAN OF THE COSTS THEREOF AND PAYMENT THEREFOR

The City Council of the City of Whitesburg do ordain as follows:

That Texas Avenue, from the intersection with Kentucky Avenue in Collins-Harvie Addition No. 1, to the intersection of Texas Avenue with Letcher Street in Letcher Heights Addition, and intersecting with Texas Street and Madison Street near the residence of W. W. Mullins, including all of Letcher Street, and Wright Street from intersection of Letcher Street and Wright Street to the north-east corner of Emery L. Frazier's property to intersect with Texas Avenue.

Item No. 3, Letcher Street and Wright Street in Letcher Heights Addition and intersecting with Texas Street and Madison Street near the residence of W. W. Mullins, including all of Letcher Street, and Wright Street from intersection of Letcher Street and Wright Street to the north-east corner of Emery L. Frazier's property to intersect with Texas Avenue.

Item No. 4, Cumberland Avenue and Walnut Street, beginning at the right-of-way of the Louisville and Nashville railroad between the Baptist Church and Louisville and Nashville Railroad Company's depot; thence with the county road and Cowan Street to the new location of Cumberland Avenue, same being intersections of said streets to Cumberland Avenue as laid out in the College Hill Addition to the city of Whitesburg; thence with said street to the south line of Walnut Street; thence with Walnut Street to the east line of French Hawk's property.

That said sections are declared to be separate paving sections.

The ordinances providing for certain improvements in Sections No. 1 include grading, paving, sidewalks and sewer.

The ordinance providing for the improvements in Section No. 2 includes grading, paving and sidewalks and sewer.

The ordinance providing for the improvements in Section No. 3 includes grading, paving and sidewalks and sewer.

The ordinance providing for the improvement in Section No. 4 includes paving only.

Said improvements shall be made in accordance with the plans and specifications prepared and furnished by the City Engineer, and when same is completed pursuant thereto, and the improvement received and accepted by the City Engineer, and the City Council shall cause to be issued assessment warrants against the respective property owners, and the payment thereof shall be made by the City Engineer, and the City Clerk is hereby authorized and directed to prepare and have published the advertisement for sealed bids herein referred to, and said advertisement shall call for sealed bids to be received by Astor Hogg, Mayor of the city of Whitesburg, up until May 7, 1929, at 6 p. m., at which time said bids will be opened by the City Council of the city of Whitesburg in regular session. Each bid is to be accompanied by a certified check in the sum of \$200.00, as a guarantee that the successful bidder will execute bond for the faithful performance of the improvements herein proposed and the completion thereof according to the plans and specifications. The right will be reserved by the City Council to reject any and all bids.

This ordinance shall be in full force and effect from and after its publication as provided by law.

Astor Hogg, Mayor.
F. F. Pendleton, City Clerk.

"NOTICE"

Public notice is hereby given that the City Council of the city of Whitesburg will receive sealed bids for the surfacing of certain streets, parts of streets and avenues in Collins-Harvie Addition No. 1, Collins-Harvie Addition No. 2, Letcher Heights Addition and College Hill Addition, pursuant to the plans and specifications for same now on file at the office of C. H. Burton, City Engineer, in the City of Whitesburg, Letcher County, Kentucky. Said bids will be received by Astor Hogg,

Receiver's Sale

IN THE DISTRICT COURT OF THE UNITED STATES, IN AND FOR THE EASTERN DISTRICT OF KENTUCKY.
D. E. THOMPSON and ISAAC J. JENKINS, Plaintiffs,
VS. NOTICE OF SALE OF THE ASSETS AND PROPERTIES OF THE CONSOLIDATED FUEL COMPANY BY FRED E. POWERS, RECEIVER.
THE CONSOLIDATED FUEL COMPANY, Defendant.

No. 527, In Equity.

1. Pursuant to a judgement and order of sale made and entered by the United States District Court for the Eastern District of Kentucky on the 8th, day of December, 1928, in the above styled action pending in said Court at Lexington, Kentucky (which judgement and order of sale is hereby referred to and made a part hereof as fully as if copied herein) and subsequent order of said court entered in said action on April 17, 1929, the undersigned, Fred E. Powers, as Receiver of the defendant, The Consolidated Fuel Company, will sell at public auction to the highest and best bidder or bidders on the 22d day of May, 1929, at or about the hour of 11 o'clock A. M. of said date, in the City of Whitesburg, Kentucky, at the front door of the Courthouse of Letcher County in said State, the following properties and assets of the Consolidated Fuel Company in said judgement and order of sale described and therein directed to be sold, free from all liens and from all the rights, title and right of equity or right of redemption of said The Consolidated Fuel Company, and upon the terms and conditions and in the following manner hereinafter set out, to wit:

(A) All that lease and leasehold estate of said defendant,

The Consolidated Fuel Company, of and in that certain tract or tracts or parcel or parcels of coal mining land, situated lying and being in the County of Letcher of the State of Kentucky, containing approximately 1500 acres, more or less, and bounded and described generally as follows:

"Beginning at a point on the right hand or Eastern side of Johnson's Fork near the mouth thereof; thence running with the Northern and Eastern property lines of a small surface tract owned by Dr. Litt Whitaker above the mouth of Johnson's Fork; thence running with the brow of the hill to a division point agreed on between the Amburgey Coal Company and the West Virginia and Kentucky Coal Company; thence crossing the bottom to Smoot Creek; thence up Smoot Creek with the meanders thereof to the mouth of Bee Tree Branch; thence up the same with the meanders thereof to the Road Gap near the head thereof; thence crossing the ridge to the head of Blair of Rockhouse Creek; thence down same to its mouth; thence down Rockhouse Creek to the mouth of Spring Branch; thence up Spring Branch to the property line between the Kentucky River Coal Corporation and Webb and Hoppins; thence with the property lines of the same crossing the ridge to the Ira Hall Branch of Johnson's Fork of Smoot Creek and following the property lines of same to Johnson's Fork; thence following down Johnson's Fork and following Johnson's Fork to the beginning; being the same property leased by the Kentucky River Coal Corporation to The Consolidated Fuel Company by lease dated April 1, 1920 and intended to be forthwith recorded in Letcher County Kentucky, and which said lease is now of record in the office of Letcher County Clerk's office of Kentucky, in Lease Book 1 p. 498."

(B) All that lease and leasehold estate of the said defendant.

The Consolidated Fuel Company, of and in those certain tracts or parcels of coal mining lands, situated, lying and being in the County of Letcher, of the State of Kentucky, containing 1800 acres more or less, and which said lease of said lands was made between the Kentucky River Coal Corporation and The Consolidated Fuel Company, by lease of date April 12, 1920, recorded in the office of the County Court Clerk of Perry County, Kentucky, in Lease Book 1, p. 538, to which said lease reference is hereby made for a more particular description of said lands, and the location and boundaries thereof; and which description thereof contained in said lease is hereby referred to and made a part hereof as fully as if copied herein.

(C) All that certain lease and leasehold estate of the Consolidated Fuel Company, of and in that certain tract or parcel of land, situated lying and being in the County of Letcher and in the State of Kentucky, containing approximately 1800 acres, and which said lease of said lands was made on the 28th day of April, 1920, between the Kentucky River Coal Corporation and The Consolidated Fuel Company, which is recorded in the office of the Clerk of the Letcher County Court of Kentucky in Lease Book 1, p. 514; and to which said lease reference is hereby made for a more particular description of said lands and the location and boundaries thereof; and which description of said lands contained in said lease is hereby referred to and made a part hereof as fully as if copied herein.

(D) All that certain lease and leasehold estate of the Consolidated Fuel Company, of and in that certain tract or parcel of land, situated, lying and

being in the County of Letcher of the State of Kentucky, containing 75 acres, more or less, and which said lease was made July 2, 1918, between the Kentucky River Coal Corporation and the Woodburn Coal Company, and which is recorded in the office of the County Clerk of Letcher County, Kentucky, in Lease Book 1, p. 553 and to which said lease reference is hereby made for a more particular description of said leased lands and the location and boundaries thereof; and which description of said lands contained in said lease is hereby referred to and made a part hereof as fully as if copied herein.

(E) All of the right, title and interests of The Consolidated Fuel Company together with all of the coal, minerals, mineral rights and privileges, sold, transferred and conveyed by J. E. Stewart and others to The Consolidated Fuel Company by deed of date May 19, 1921, recorded in the Letcher County Clerk's office in Deed Book 61, page 36; together with all of the buildings and their contents, all machinery, materials, tools, equipment, plants, structures, tipples, sidings, spur tracks, switches and supplies of every kind and description now located on said properties, or any of them, conveyed by said deed of conveyance, reference being hereby made to said deed of conveyance, as fully as if copied herein.

All of the above described properties and assets described in sub-sections A, B, C & D of clause 1, will also be sold subject to the terms and conditions of those Two (2) certain written agreements entered into between the Kentucky River Coal Corporation and The Consolidated Fuel Company, bearing date respectively January 25, 1924 and June 23, 1927 (which are hereby referred to and made a part hereof as fully as if copied herein), under the terms and conditions of which said instruments of said respective dates, it was provided as follows:

" * * * "the minimum royalties under said above mentioned lease of April 1, 1920, between said parties for the year 1924, and each subsequent year was fixed at \$15,000.00; and the minimum royalty under said lease between said parties of date April 12, 1920, above referred to, was fixed at \$15,000.00; and the minimum royalty under said lease of April 26, 1920, between said parties, was fixed at \$5,000.00; and under said lease of July 2, 1918, between the Kentucky River Coal Corporation and the Woodburn Coal Company was fixed at \$6,600.00; and it was further provided in said instrument of writing, that the total minimum royalty of \$41,600.00, should apply to all four of the said leases and might be made up and paid by them collectively, and that the tonnage produced by or on all four of said leases should apply to and be credited on the total minimum royalty of \$41,600.00, instead of looking to each of the four leases separately for its minimum royalties therein provided for; and it was further provided in said writing, that said four leases should be considered and treated as one lease made by the Kentucky River Coal Corporation and The Consolidated Fuel Company, so far as concerns said minimum royalty for the year 1924 and each subsequent year, but not to effect or change said leases or any one of them in any other respect whatsoever."

And under the terms of the said instrument of date June 23, 1927, it was further provided that:

" * * * "the minimum rents and royalties provided for in said four leases consolidated and treated as one, were further reduced from \$41,600.00 per annum to \$20,000.00 per annum; and it was further provided that the deficits in said minimum rents and royalties for the years 1925 and 1926 should be and were thereby cancelled and satisfied in full, and The Consolidated Fuel Company released from the payment of said deficits in said minimum rentals and royalties for said years 1925 and 1926; it was further provided in said writing that the deficit in the minimum rents and royalties for the calendar year 1924, amounting to 15,015.27, should remain due and owing by the Consolidated Fuel Company to the Kentucky River Coal Corporation, but that the former should not be required to actually pay any of said amount except as when it actually minded and removed from said leased premises more coal than amounts to said annual minimum rentals and royalties of \$30,000.00, when, in such event, it should pay for all coal so actually minded and removed, and that all amounts paid in excess of \$30,000.00 per annum should be credited against the amount of said deficit for the calendar year 1924, until the amount was paid. That said deficit for said minimum rentals and royalties for the year 1924. * * *

And in which said instrument it was further provided:

" * * * "that it was further provided that The Consolidated Fuel Company should not be permitted to take credit for any of said sum of \$28,705.19, paid by it to and including December 31, 1923, for coal actually minded and removed from all of said leased properties until such time and the deficit for the calendar year 1924 shall have been fully paid; but that after such deficit for the years 1924 shall have been paid, it should be entitled to take credit for the full amount of said \$28,705.19, when it mindes and removes from all of said leased premises coal amounting to more than said minimum of \$30,000.00 per annum; it was further agreed between the parties to said writing, that the said The Consolidated Fuel Company, should and did thereby surrender quitclaim and convey to the Kentucky River Coal Corporation, all of its right, title and interest in and to the following described property, constituting a part of the properties covered by the leases hereinbefore mentioned, to wit:

"Lying and being in Letcher County, Ky., on the North Fork River and Dry Fork of same, and Smoot Creek and Rockhouse Creek, and bounded as follows:

Begin on the north bank of the said North Fork River at the upper or Southeast corner of Amburgey Coal Co. (now Day Coal Mining Co.) lease, thence with same northward passing car elevators, structures, plants, buildings, tenements, miners' houses, and

all other improvements, equipment, machinery, appliances and supplies of every kind, located in, upon and on said leased tracts or parcels of land, and also with all of the estate, right, title interest, property, claims, and demands of every kind and nature whatsoever, of The Consolidated Fuel Company, in and to said lands and said mining machinery, equipment, appliance, structures plants, buildings, tools, and improvements, and all other equipment above described, located thereon, and used by said defendant. The Consolidated Fuel Company, in carrying on and conducting its coal mining operations and developments on said leased lands.

All of the above described properties and assets described in sub-sections A, B, C & D of clause 1, will also be sold subject to the terms and conditions of those Two (2) certain written agreements entered into between the Kentucky River Coal Corporation and The Consolidated Fuel Company, bearing date respectively January 25, 1924 and June 23, 1927 (which are hereby referred to and made a part hereof as fully as if copied herein).

Copies of the said two (2) agreements are in the possession of Allen, Botts & Duncan, Attorneys for the Receiver, subject to examination by any interested party at any time; and same will be produced by the Receiver at said sale for such examination.

2. All of the above described properties and assets will be sold by the Receiver for one-third (1-3) of the purchase price in cash, and the balance of such purchase price on credits of 6, 12, and 18 months for equal installments of such purchase price, with interest thereon at the rate of six percent (6%) per annum, payable semi-annually from date of sale until paid; but with the privilege to the purchaser of said properties of paying all such balance of purchase price or as much more than one-third (1-3) thereof, in cash as such purchaser may elect; and in the event such purchaser does not elect to pay the entire purchase price in cash, but to pay only one-third (1-3) or more thereof in cash, then the Receiver is directed to take from such purchaser, and he will be required to execute to said Receiver, bonds with good and sufficient surety thereon, to be applied as said Court, not only for said equal instalments of such sale price not paid in cash, payable to said Receiver in 6, 12 and 18 months respectively from date of sale, and bearing interest at the rate of six percent (6%) per annum, payable semi-annually from date of sale until paid; but also for the faithful compliance with and performance by such purchaser of all the terms and conditions of said sale and of all the covenants, agreements and conditions of each of said leases hereinabove mentioned, to be performed and complied with by the lessee therein, and its successors and assigns, to secure the payment of the rents and royalties to be come due under such respective leases from and after date of sale, and there in stipulated to be paid by the lessee therein named, to be a part of the consideration for said property, and in addition to the sum or sums bid by him therefor.

3. That said property will be sold by said Receiver not only subject to the terms and conditions of each of said leases and contracts hereinabove set out, but also with the further obligation on the part of the purchaser to assume and pay from and after date of sale, when and as the same become due and payable, the rents and royalties, and Taxes, stipulated in each such lease contracts to be paid by the lessee therein named, its successors and assigns, to the lessor therein named, at the times and in the amounts provided for in each of such leases.

4. That all of said properties will be sold by the said Receiver free and clear of all rights, interests, liens and claims, and right of equity or right of redemption of the Consolidated Coal Company and its stockholders and creditors, and of any and all parties to said action, and of each and all such persons, firms and corporations as may become or be made parties to said action, and of each and all persons firms or corporations claiming by, through or under any such parties creditors, stockholders, persons, firms and corporations, having, claiming or asserting any right, title, interest or lien in, to or on said properties or any part thereof; but that any and all such liens (if any) of any such parties or persons or corporations are to be attached to and follow the proceeds of sale of said properties; but said responsive properties will be sold by said Receiver together as an entirety, subject to all the rights, remedies and provisions contracted for and reserved to and for the benefit and protection of the lessor or lessors named in each of said respective leases, and its heirs or their (as the case may be) successors and assigns, to secure the payment of the rents and royalties to be come due under such respective leases from and after date of sale, and there in stipulated to be paid by the lessee therein named, and to secure the faithful performance and compliance from and after the date of sale of said properties, all of the terms, conditions covenants and agreements therein contained, and to be kept, performed and observed by each of the respective lessees in each of the said leases, and its, his or their (as the case may be) successors and assigns.

5. That upon the acceptance by the said Receiver of any bid for such properties, the purchaser thereof will be required to immediately deposit with said Receiver the sum of \$2,500.00 in cash, or by certified check or checks upon any National or other Bank of the City of Whitesburg, or City of Lexington, of the State of Kentucky, payable to the order of said Receiver; and said purchaser will also be required at the same time to pay to said Receiver the further sum of one third (1-3) of the purchase price of said properties in cash or by certified check or checks upon any such Bank or Banks for the amount of one-third (1-3) of such purchase price; and that no acceptance of any such check or checks by said Receiver is to be or will operate as payment to said Receiver for any purpose whatever, unless and until same are paid, or to release or discharge such purchaser from the payment of the amount or amounts thereof for the purpose for which given or from his obligation to comply with all the terms and conditions of sale notwithstanding such check or checks are certified.

In case any bidder shall fail to make said deposit of the sum of \$2,500.00 with said Receiver upon the acceptance of his bid, and shall also fail at the same time to pay to the said Receiver, upon the acceptance of his bid one-third (1-3) of the purchase price of the said property in cash, or by certified check or checks as above required, said Receiver will forthwith then and there offer such properties purchased by any purchaser, again for sale without further notice or advertisement, and free from any claim, right and interest of any such purchaser or bidder.

6. That said deposit of said sum of \$2,500.00 so required under said order of sale to be deposited with said Receiver by any purchaser of said properties and paid by such purchaser to said Receiver will be held by him subject to the orders of above mentioned Court: and upon confirmation of such sale such deposit will be applied on account of the purchase price of said property as of such date as the Court may direct — provided such purchaser complies with all the terms and conditions of said sale and with any and all orders of said Court relating to the payment of the purchase price thereof or to the consummation of said sale.

7. In case any bidder, after the acceptance of his bid by said Receiver, fails to make good his bid, or after its acceptance by said Receiver, or to comply with any and all the orders of the said Court relating to payment of the purchase price of said properties, or to the consummation of said purchase, or fails to comply with any of the terms and conditions of said sale then said sum of \$2,500.00 deposit by such accepted bidder as above pro-

vided for whether in cash or by certified check or checks to said Receiver as a penalty for such failure or default and will be applied to the payment of the expenses of a

unperformed in whole or in part, as a part of the purchase price thereof, and in addition to the sum or sums bid by such purchaser therefor; and which contract (if any) and the terms thereof, shall be announced by the Receiver at said sale.

8. Said Court has reserved the right to re-sell said property sold under this notice of sale by the Receiver, upon such notice as the Court may direct, at the risk and cost of any such purchaser of same, in case such purchaser shall fail or refuse to make payment in accordance with the terms and conditions of this sale, any payment or interest on account of the purchase price thereof, or to the consummation of such sale, or compliance with any such terms and conditions or with any such order or orders, unless further time is given by said Court.

9. The purchaser of said properties sold will take the same subject to all the Taxes and assessments hereinabove provided, that are liens upon said property, and which he is required under the decree of sale to assume and pay, and with all the obligations imposed upon him by said decree of sale as a part of the consideration for said property, and in addition to the sum or sums bid by him therefor.

10. That possession of said properties hereinabove described and directed to be sold, will be surrendered and delivered by said Receiver to the purchaser or thereupon compliance by such purchaser with the terms and conditions of said decree of sale.

Fred E. Powers, Receiver of The Consolidated Fuel Company.

Dated April 25, 1929. 12-13-4t.

re-sale and towards making good any deficiency or loss, in case such property shall be sold at a less price at a re-sale, and for such other purposes as said Court may direct; if said Court does not confirm such sale of said properties, such deposit made by such accepted bidder, together with any part of said purchase price paid by him will be forthwith returned to such purchaser by the Receiver.

Said Court has reserved the right to re-sell said property sold under this notice of sale by the Receiver, upon such notice as the Court may direct, at the risk and cost of any such purchaser of same, in case such purchaser shall fail or refuse to make payment in accordance with the terms and conditions of this sale, any payment or interest on account of the purchase price thereof, or to the consummation of such sale, or compliance with any such terms and conditions or with any such order or orders, unless further time is given by said Court.

11. For further particulars, reference is hereby made to said judgement and order of sale entered in the above cause, on April 17, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky at Lexington, Kentucky, in said above styled action.

12. For further particulars, reference is hereby made to said judgement and order of sale entered in the above cause, on April 17, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky at Lexington, Kentucky, in said above styled action.

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21. For further particulars, reference is hereby made to said judgement and order of sale entered in the above cause, on April 17, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky at Lexington, Kentucky, in said above styled action.

22. For further particulars, reference is hereby made to said judgement and order of sale entered in the above cause, on April 17, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky at Lexington, Kentucky, in said above styled action.

23. For further particulars, reference is hereby made to said judgement and order of sale entered in the above cause, on April 17, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky at Lexington, Kentucky, in said above styled action.

24. For further particulars, reference is hereby made to said judgement and order of sale entered in the above cause, on April 17, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky at Lexington, Kentucky, in said above styled action.

25. For further particulars, reference is hereby made to said judgement and order of sale entered in the above cause, on April 17, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky at Lexington, Kentucky, in said above styled action.

26. For further particulars, reference is hereby made to said judgement and order of sale entered in the above cause, on April 17, 1929, and now on file in the office of the Clerk of the District Court of the United States for the Eastern District of Kentucky at Lexington, Kentucky, in said above styled action.

LOCAL NEWS
Occasionally we hear people say that they are fearful that the fruit crop has been severely injured by the cold weather.

In the absence of very much local news of much consequence we will endeavor to give our readers other beneficial outside news as well as other reading matter that we think worthy.

A large number of Whitesburg citizens attended the Regular Baptist services at Mayking last Sunday, where hundreds of people gathered to hear the preaching. A number of well known ministers were present, including Eld. Ira Combs of Perry county.

Stuart Robinson School

Mr. W. L. Cooper was in Hazard April 16 and 17 attending the spring meeting of Guerrant Presbytery.

Mrs. H. L. Cockerham left Tuesday for a trip into Virginia

and West Virginia where she will speak in the interest of Home Missions. She expects to return about May 15.

Miss Bray, Miss Bird and Mr. W. L. Cooper were visitors in Whitesburg on Saturday.

The members of Guerrant Literary Society, with Miss Patterson as their sponsor, and Misses Stacy, Rolston and Davis had an outing Friday afternoon in the form of a hike and picnic.

Last week in giving the program for commencement week, a mistake was made in giving the time of the May Day program. The time was given as 10 a. m., which was an error. The May Day program will be held on the campus at 2 p. m. on May 2, Thursday.

Final examinations are scheduled for April 30 and May 1 and 2. They will close at noon Thursday, May 2. High school classes are busy now reviewing for the examinations.

Mr. and Mrs. J. T. Wilson and children, of Jellico, Tenn., arrived Monday to visit their two daughters, Christine and Elizabeth, and also attend the commencement exercises. Mr. Wilson returned to Jellico on Tuesday, but Mrs. Wilson remained for a longer visit.

A splendid audience was pres-

I T'S A FACT

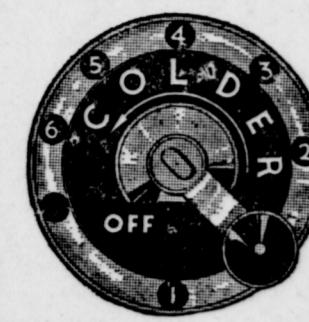
The Frigidaire Corp. is a subsidiary of General Motors. Is backed by the resources of General Motors. Is the largest manufacturer of Electrical Refrigerators in the world, selling more than all others combined. Is sold and serviced through a reliable local firm. Has the New and exclusive Cold Control as essential as the excellerator on your car. Has the patented fin cooling coil and self-sealing Tray-fronts.

It is beautiful.
It is practical.
And as modern as tomorrow.

**YOUR NEIGHBOR HAS ONE
And they are:**

Mr. and Mrs. J. H. Carter, Wm. Taylor, Mr. and Mrs. A. K. Franklin, Kenneth Hughes, Mr. and Mrs. H. S. Short, Mr. and Mrs. M. E. Moore, Mr. and Mrs. R. F. McClure, Mr. and Mrs. Dr. Gid Whitaker, Mike Majolo, Mr. and Mrs. Jas. T. Preston, Southeast Coal Co., Mr. and Mrs. N. M. Webb, Mr. and Mrs. Dr. Lawson, Mr. and Mrs. A. C. Adams, Mr. and Mrs. S. Shiffress, Mr. and Mrs. W. E. Lester, Mr. and Mrs. John Stallard, Mr. and Mrs. D. J. Kincaid, Rev. and Mrs. I. E. Enlow, Mr. and Mrs. C. B. Adams, Mrs. D. D. Fields, Mr.

and Mrs. Ray Logan, Mr. and Mrs. Nick Jovich, Mr. and Mrs. V. M. Thompson, Mrs. Mantie Whitaker, Mr. and Mrs. W. I. Cox, Ambrifi, Mr. and Mrs. R. H. Shelby, Simon, Mr. and Mrs. Dr. Edwin F. M. Cantrell, Mr. and Mrs. S. H. Mrs. S. E. Adams, Mr. and Mrs. J. Sheppard, Mr. and Mrs. O. Neal Mr. Fisher, Mr. and Mrs. E. P. Reed, A. Webb.



Frigidaire alone offers the new Cold Control

*Faster freezing
...more desserts*



80 delicious recipes are contained in a new book we want to give you free.

WE have collected eighty unusual new recipes in a new book which we want you to have absolutely free. Simply call and ask for it.

And, while here, be sure to see the Cold Control that makes countless delicious salads and desserts easy and practical to prepare. It is a simple dial with a lever which you can set at one



of six different freezing speeds. There is one point for unusually rapid ice-freezing. Another for a particularly rich dessert. Another for routine refrigeration . . . six freezing speeds under control.

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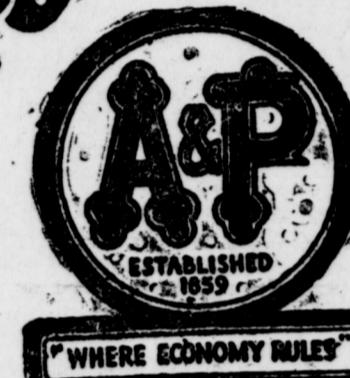
W. L. Bartley
Letcher County Sales Agent
Whitesburg, Kentucky

5373

Every Store Fulfills its Promise

Pink Salmon

**2 NO. 1 TAIL
CANS 29c**



Del Monte Peaches
Del Monte Pears
Del Monte Asparagus Tips
Diamond Crystal Salt
Pet or Wilson Milk
Nutley Butterine
Blue Peter Sardines
Palmolive Soap

8 O'clock Coffee 3 lbs. \$1.10
Puffed Wheat Pkg. 13c
Macaroni or Spaghetti 4 Pkg. 25c
Red Beans Can 9c
Pork & Beans QUAKER MAID 3 Cans 25c
Peanut Butter SULTANA 1-lb. Pkg. 23c
Louise Cake Assorted 10c

2 NO. 1 CANS 25c
No. 2½ Can 25c
No. 1 Sq. Can 33c
Carton 10c
Small Can 5c
Lb. 16c
3 cans 25c
3 bars 20c

Rajah Sandwich Spread Jar 19c
Calumet Baking Powder 1-lb. Can 29c
Hershey's Cocoa 1-lb. Can 14c
Shredded Cocoanut 1/2-lb. Can 12c
Whole Wheat Bread Loaf 8c
Campbell's Tomato Soup 3 cans 25c
Jap Rose Soap 6 bars 50c

WALDORF Toilet Paper

6 ROLLS 29c

THURS., FRID. & SAT.
ONLY

**In our
Meat Market:**

Sausage Pure Pork Lb. 24c
Hamburger Lb. 24c
Boston Butts Fresh Lb. 27c
Chickens Milk Fed Dry Pickled Lb. 41c
Chuck Roast No. 1 Choice Steers Lb. 25c

Fresh Fruits and Vegetables!

STRAWBERRIES, Select quality, per qt.

20c

GREEN BEANS, fancy stringless, per lb.

11c

GREEN PEAS, Fancy Alaska, 2 lbs. for

25c

NEW POTATOES, per lb.

5c

THE GREAT ATLANTIC & PACIFIC TEA CO.

Look! We Have It

THE OPENING OF THE NEW NOBLE STORE

SAT., APRIL 13 at 9 A. M.

Was widely welcomed. It is opposite the First National Bank, of Whitesburg, Ky., with a complete line of Ready-to-Wear, Shoes and Novelties for the entire family. This is one of a big chain of stores. The reason we sell for less is we buy for less. Remember this.

MEN'S SOCKS	
Fancy, 50c value	39c
Plain, 50c value	39c
Fancy, 25c val.	19c
Plain, 25c val.	19c
15c value for	7 1-2c
Work Socks for	10c
CHILDREN'S	
30c value Hose,	19c

**MEN'S
SUITS**
A Wide Variety of Men's
Suits. All Wool
Priced at
\$10 to \$24.50

**BOYS'
SUITS**

All Wool Worsted
Cashmere, with Two
Pair Pants. A Good
Assortment.

Priced—

\$6.75 to \$11.50

**MEN'S AND BOYS'
HATS AND CAPS**

Men's **\$2.98 \$4.45**

Men's **98c to \$1.98**

Boys' Caps **49c to 98c**



**LADIES'
Spring Dresses**
We have a Big Assortment
Crepes, Georgettes, Silk
Prints of the latest
Patterns
PRICE

\$4.89 \$8.89

\$14.50

GET YOURS NOW

House Dresses 98c
Children's Dresses \$1.49
Children's Bloomer Dresses, 98c
Baby Rompers 59c

LADIE'S & CHILDREN'S
HATS

Ladies' **98c to \$1.98**

Hats at Children's **49c to 98c**

Hats at SHOES

We have a big line of Peters
Shoes—The Shoe with a Guar-
antee. Save on your Shoe Buy-
ing.

LADIES' SPRING COATS

A Good Selection of Broadcloth Tweeds with
the Last Touch of Style

\$7.75 and \$21.50

Come early before someone gets your choice

**Hundreds of
Bargains that
are not listed!**

Satisfaction Guaranteed or Your Money Back

Our Candidates' Looking Glass

Here Are Reflected Each Week Your Candidates For The AUGUST PRIMARY 1929

We are directed and paid to announce
J. MARTIN POTTER
of Fishpond, a Republican Candidate
for Sheriff of Letcher County subject
to the voters at the Primary to be held
in August 1929.

HARRY L. MOORE
We are paid to announce Harry L. Moore, of Whitesburg, present County Attorney, a candidate for County Judge, subject to the will of the Republican party at the August 1929, primary election.

FOR JAILER
We are paid to announce
BILL REYNOLDS
of Whitesburg, a Candidate for Jailer of Letcher County subject to the Republican Party and his friends at the August 1929 Primary.

I am a Candidate for Jailer of Letcher County on the Republican ticket to be voted for at the August 1929 Primary. Will appreciate the help of all.
GEO. W. NEWSOM
Kona, Ky.

FOR JUSTICE BLACKEY DIST.
We are authorized and paid to announce to the public that Willie Hampton of Doty Creek, is a Candidate for the Democratic Nomination for Justice of the Peace in Blackey District, August Primary 1929.

FOR JAILER
Thomas R. Collier, of Neon authorizes and pays us to say that he is a Candidate for Jailer of Letcher County subject to the Republican Party at the Primary to be held August 1929.

FOR JUSTICE 8th DISTRICT
Grats Bates, of Jackhorn pays us to announce that he is a Candidate for the Republican Nomination for Justice of the Peace in the 8th Magisterial District and would like to have the support of all.

Dear Friend—I am working every day boasting my candidacy for Jailer I want this nomination by the Democrats and I will never stop till I am elected in November. Vote for your working man. James I. Polly

Dear Friends—You have read my announcement in the Eagle for Jailer I am coming right along and I want all of you to get in line for me. If I am nominated by my Republican party I know I will win in November. Hollie Yonts

To my many Friends everywhere. I want the Democratic nomination for Jailer. If I am nominated I will win or scare my Republican opponent within an inch of his death. Please everybody, vote for me. Prince E. Holcomb.

To the people of District No. 1. As you know I am a Republican candidate for Justice in your district. I need all your help. I am for good roads, for prosperity and for seeing that every cent of the peoples money is properly spent. Walter Fileds.

To the voters of the County. If you want a good old fashioned, loyal and true citizen for jailer vote for me at the August Primary and I will make you a good officer. Enquire about me BEN POTTER. Jackhorn, Ky.

Dear Friends—Please vote for me and give me the nomination for jailer. I will make you a good true and honest officer. Yours for the tax-payers and law enforcement. Bona Ison, Elsie-coal, Ky.

I am a Republican candidate for Jailer of Letcher County. Eight years ago I was defeated by only a few votes. Please help me get this nomination this year. Johnny Holcomb, Haymond, Ky.

W. E. WRIGHT
We are authorized and paid to announce that W. Ervin Wright of Neon is a candidate for Sheriff of Letcher County, subject to the Republican party at the Primary to be held August 3, 1929.

HOBART TUCKER
We are paid to announce Squire Hobart Tucker, of Jenkins, as a candidate to succeed himself as Justice of the Peace, Jenkins district, subject to the Republican voters at the August 1929 Primary.

SHERMAN ANDERSON
The Eagle announces Sherman Anderson of the Jenkins-Burdine District as a Republican candidate for Justice of the Peace in his district to be nominated at the August 1929 Primary.

JOHN D. SERGENT
We are authorized and paid to say each week in this column that John D. Sergent of Whitesburg, is a candidate for the Republican nomination for County Judge at the August 1929, Primary.

STEPHEN CAUDILL
Stephen Caudill, logging and lumber man of Ermine, is a candidate for Sheriff of Letcher County, subject to the Republican voters at the August 1929 Primary and the Eagle is authorized to say so.

STEPHEN P. COMBS
Stephen P. Combs, former Circuit Court Clerk, is a candidate for the Republican nomination for Sheriff of Letcher County, and this paper will continue to say so until the August 1929, Primary Election.

S. TILDEN WRIGHT
For County Judge
I am asking the Republican voters to nominate me for County Judge at the August 1929 Primary. I stand for our people. Will appreciate your support. S. Tilden Wright

JOHN D. W. COLLINS
For County Attorney
I am a Republican candidate for County Attorney subject to the action of the voters at the Primary in August. I shall appreciate your support. John D. W. Collins

R. D. HOLBROOK
R. D. Holbrook of Crafts Colly is a candidate for Member of the County Board of Education in his Division, subject to the action of all the voters at the November 1929 General Election.

MANTIE WHITAKER
Mrs. Mantie Whitaker, present Jailer of Letcher County, is a candidate to succeed herself at the August 1929 Primary subject to the action of the Republican voters.

FOR TAX COMMISSIONER
HENRY R. YONTS
We are authorized to announce Henry R. Yonts, present Tax Commissioner of Letcher county, as a Republican candidate for the nomination to succeed himself at the coming August, 1929, primary election. Will be glad to have the support of all.

BYRON HUNSUCKER
We are paid and directed to announce Byron Hunsucker, of Sergeant a Republican candidate for Justice of the Peace at the August 1929 Primary. He will appreciate the support of all.

JAMES J. WEBB
The Eagle announces James J. Webb, of Mayking, a candidate for Justice of the Peace in District No. 7 (Upper Whitesburg) subject to the action of the Democratic voters at the August 1929 Primary. He solicits the earnest support of all.

J. MAT WEBB
We are authorized and paid to announce J. Mat Webb, of Millstone a candidate for the Democratic nomination for Justice of the Peace at the coming August, 1929, primary.

JOHN D. BENTLEY, JR.
The Eagle is authorized to announce Newt W. Meads, of Millstone, a candidate for the Republican nomination for Justice of the Peace in the 8th. Magisterial District, August 1929 Primary. He solicits the support of all the voters.

FOR JUSTICE OF PEACE
FIRST DISTRICT
We are authorized to say that Moses R. Adams, of Mayking, is a candidate for the Republican nomination for Justice of the Peace at the coming August, 1929, primary.

FOR JUSTICE OF PEACE
DISTRICT NO. 8
We are authorized to announce Newt W. Meads, of Millstone, a candidate for the Republican nomination for Justice of the Peace in District No. 8, to be voted for at the August, 1929, primary.

FOR JUSTICE OF PEACE
2nd DISTRICT
We are directed and paid to announce Robert W. Mullins, of Beechfield, as a Republican candidate for the nomination of Justice of the Peace in District No. 2, to be voted for at the coming August Primary.

FOR SHERIFF
We are authorized and paid to announce J. HENRY BROWN
of Whitesburg, Ky., as a candidate for Sheriff of Letcher County subject to the Republican voters at the August 1929 Primary.

DELZY COLLINS FOR
SHERIFF
We are paid and directed to announce Delzy Collins of the Fleming-Jenkins section as a candidate for Sheriff of Letcher county, subject to the Republican voters at the August 1929, Primary.

FOR JUSTICE
ARCH C. SPANGLER
The Eagle is paid and directed to announce Arch C. Spanbler, of Thornton, as a candidate for the Democratic nomination for Justice of the Peace for District 7, Letcher county, August primary, 1929.

FOR COUNTY COURT CLERK
By direction of my many friend I here by announce myself a candidate for County Court Clerk of Letcher County subject to the action of the Republican Party at the Primary to be held in August 1929.

L. BERT TOLLIVER
John D. Sergent
We are authorized to say each week in this column that John D. Sergent of Whitesburg, is a candidate for the Republican nomination for County Judge at the August 1929, Primary.

Wants Frank Wright Nominated

McKeeffry, W. Va.
Dear Editor:

In looking over the Eagle I see a great number of my friends that are candidates for the various offices in Letcher County and I want to extend to all of them my best wishes for success. I see Frank Wright, one of the finest little men I know of is a candidate for Justice in the 8th district and I want to ask all of my friends to vote for him. He is a World War veteran and offered his life for his country on the battlefields where the "poppies grow." The good citizens of his district now have an opportunity to slightly show their appreciation for his efforts and see that he goes "over the top" in the Primary. For years he has labored in the mines at Hemphill and Fleming to make support for his wife and baby. I hope all my friends will remember him when August 3rd comes.

Your friend,
John Rash.
(Paid advertising)

Wants To Be Jailer

John H. Craft Announces
To the Voters of Letcher County: My Dear Friends — I have decided to become a candidate for Jailer of your county, subject to the Republican voters at the August, 1929 Primary. Many of you know me and know that twelve years ago I was elected by my friends as Tax Commissioner of your county and that in that capacity, I served you faithfully and true. I am now forty-eight years of age and have always been a Republican, but a great number of my closest relations and warmest friends are Democrats and will do all they can for me. This is the last time I shall ask for this kind of favor, and I trust every one will now rally to my support. I am a farmer and feel how necessary it is for our citizens to have every protection possible under the law. If I am nominated and elected, I tell you now every person in the county shall have a fair and square deal. As to my reputation, character and standing among those who know me, that is an open book to be read by all. I want to ask the precious mothers and lady voters to help me in this campaign and I thank them for it now.

Trusting to see all and talk with all before the Primary, I am, Your friend,
John H. Craft.
Mayking, Ky.

ANNOUNCEMENT TO THE VOTERS OF LETCHER COUNTY

Due to encouragement of many friends, some time ago I began to prepare myself to meet the requirements set out by law in order that I might qualify myself for the office of County Tax Commissioner, and recently stood the test and was found worthy of receiving from the State Tax Commission a certificate of eligibility. I hereby make this formal announcement.

I was born and reared in Letcher county, and received my early education in the public schools and later entering the Central University of Kentucky, where I finished a chosen professional course of which I have always been proud; however, unfortunately, in time of peril (1917-1918) the nation made a formal call to each able bodied man. I offered my services which were accepted and in the performance of such duties as devolved upon me, they were of such strenuous nature that I was rendered unable to practice (profitably) my chosen profession for seven years and only the past two have I tried to practice, and finding the work too hard, I have decided to prepare for something which would permit my spending more time in the open. The office of County Tax Commissioner is one of much importance and the Statute sets out that the property of a tax-payer must be equally and justly assessed, and I hereby pledge if nominated and elected to this office to make an honest, sober and efficient officer to the best of my ability.

I was reared Republican and therefore leave my fate in their hands and trust that on the 3rd day of August, 1929, that a sufficient number necessary to award me this nomination can easily find my name and vote for me.

And to my good Democratic friends, I ask your influence and help.

Ladies and gentlemen, will you not

rally to my standard on August 3rd,

1929, as I rallied to our nation's cal-

in 1917?

Trusting that I may have the pleasure of seeing and talking with each voter in the county between now and the Primary, I am,

Your friend,
Geo. M. Adams.

ADVERTISING FOR MRS. MANTIE WHITAKER

To the people of Letcher County: I hereby announce myself a candidate for Tax Commissioner of Letcher county, subject to the action of the Republican voters at the August, 1929, Primary. A great number of Letcher county people know me and know who I am. I am forty-six years of age and have been a laboring man all my life. Of course, I am a native Letcher county citizen. In the year 1910, as some of you will remember, I was elected Tax Commissioner of your county and so far as I have heard, there was no complaint as to my official conduct. I am well acquainted with practically all the property interests in our county and if nominated and elected will make the interests of our citizens a particular study at all times, giving them a square deal. I will make an effort to see and talk with everybody before the Primary. Will appreciate the support of all. Anything you may be able to do for me will certainly be appreciated. In the meantime and as in all the past, I have decided to prepare for something which would permit my spending more time in the open. The office of County Tax Commissioner is one of much importance and the Statute sets out that the property of a tax-payer must be equally and justly assessed, and I hereby pledge if nominated and elected to this office to make an honest, sober and efficient officer to the best of my ability.

I was reared Republican and therefore leave my fate in their hands and trust that on the 3rd day of August, 1929, that a sufficient number necessary to award me this nomination can easily find my name and vote for me.

Faithfully yours,
John M. Bentley.

Neon, Ky.

FOR CONSTABLE

To the Voters of District No. 2— I am a candidate for Constable in your district, subject to the Republican voters at the August, 1929, Primary. I will thank you for this nomination, and if you give me this honor and I am elected, I will make you a good officer. I shall appreciate your help and support. Thanking you, I am,

Very truly yours,
MITT PRIVETT.

Jenkins, Ky.